

AGREEMENT

between the

**CAPE MAY COUNTY SPECIAL SERVICES SCHOOL DISTRICT
STAFF ASSOCIATION**

and the

**CAPE MAY COUNTY SPECIAL SERVICES SCHOOL DISTRICT
BOARD OF EDUCATION**

July 1, 2008

through

June 30, 2011

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ARTICLE I

RECOGNITION

- A. The Board of Education of the Special Services School District recognizes the Staff Association as the exclusive representative pursuant to the provisions of "Chapter 123, Public Laws 1974", for collective negotiations concerning the terms and conditions of employment for all staff, certificated and non-certificated, but excluding supervisory personnel having the power to evaluate performance, hire, discharge, discipline, or to effectively recommend the same. Also, excluded will be members of the Non-Instructional Administrators, Program Managers, and Confidential Employee Units, and hourly as needed Employees.
- B. Unless otherwise indicated, the term "employee" when used hereafter in this Agreement shall refer to all certificated and non-certificated employees of the Board represented by the Association in the negotiating unit as defined above.
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to certificated and non-certificated employees shall continue to be so applicable during the terms of the Agreement. Unless otherwise provided in this Agreement, nothing herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any certificated and non-certificated staff benefits existing prior to its effective date.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the Association agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment.
- B. During negotiations, the Board and the Association and/or their representatives shall present relevant data, exchange points of view, and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

- D. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association shall be permitted to transact official Association business on school property provided that this shall not interfere with or interrupt normal school operations and is not during normal working hours.
- B. The Association and its representatives shall have the right to use the school building at all reasonable non-instructional hours for meetings. Permission must be obtained at least twenty-four (24) hours in advance from the Superintendent for the use of the building.
- C. The Association shall have the right to use, with prior approval of the building principal or administrator in charge, certain school equipment, including typewriters, computers (other than those used by office personnel), duplicating equipment, calculating machines, and the central office fax machine during non-instructional hours when such equipment is not otherwise is use. The Association shall pay for the reasonable cost of all materials and supplies incidental to such use.
- D. The Association shall have the right to use the inter-school mail facilities and school mailboxes.
- E. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences, or meetings, he or she shall suffer no loss of pay.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- C. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his or her position, employment, or the salary or any increments pertaining thereto, then he or she shall be given twenty-four (24) hours prior written notice of the reason for such meeting or interview and shall be entitled to have (a) representative(s) of the Association present to advise him or her during such meeting or interview.
- D. No unit member shall be reprimanded or disciplined in the presence of students, peers, parents, or the public.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee or a group of employees of the Special Services School System that there has been to him or her, a personal loss, injury, or inconvenience because of a violation, misinterpretation, or inequitable application of Board policies and agreements, or administrative decisions, except that the term "grievance" shall not apply to:

1. any matter for which a method of review is prescribed by law; or
2. any rule or regulation of the State Commissioner of Education; or
3. any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone; or
4. a complaint of a non-tenured teacher, secretary, or non fixed term maintenance/custodian person which arises by reason of his or her not being re-employed; or
5. a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the employee or group of employees within fifteen (15) working days of its occurrence.

B. Year End Grievances - Ten (10) Month Employee

In the event a grievance is filed by a ten (10) month employee at such times that it cannot be processed through all the steps in this grievance procedure by the end of the school year; and, if

left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

C. Procedure

1. Any employee covered by this Grievance Procedure shall have the right to present a complaint as specified herein.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within specified time limits shall mean the grievance has been dropped.
3. It is understood that employees shall, during and notwithstanding the pendency of the resolution of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. All meetings and hearings under this procedure shall be conducted in private session and shall include only such parties as are designated by the Board or the aggrieved or heretofore referred to in this grievance procedure.
5. All documents, communications, and records dealing with the processing of a grievance shall be kept in a separate grievance file while disposition of a grievance is pending.
6. Grievances shall be initiated at the lowest level of the procedure from which an administrative remedy or denial can be given. If the Administrator with whom the grievance is filed states that said grievance can be resolved at a lower level, he or she shall put that determination in writing and give it to the Association President or grievance chairperson no later than five (5) working days after the grievance was filed. The grievance shall then be processed at the level indicated. Group grievances shall list those people or category of people on whose behalf the grievance is filed.
7. Step 1 - Immediate Appropriate Supervisory Person (verbally) - Any employee who has a grievance shall discuss it first with his or her immediate appropriate supervisory person in an attempt to resolve the matter informally at that level.
8. Step 2 - Appropriately Certified Administrative Person (in writing) - If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he or she shall set forth his or her grievance in writing and present it to the appropriately certified administrative person on the grievance form specifying:
 - a. the specific nature of the grievance;
 - b. the nature and extent of the injury, loss, or inconvenience;
 - c. the date and time of presentation;

- d. the results of previous discussions; and
- e. the relief sought.

The appropriately certified administrative person shall communicate his or her decision to the employee in writing within seven (7) working days of receipt of the written grievance.

9. Step 3 - Superintendent of Schools (in writing) - The employee may request a review of the grievance by the Superintendent of Schools if the written reply from the appropriately certified administrative person is not to the employee's satisfaction. This must be done within five (5) working days after receipt of the appropriately certified administrative person's decision.
10. Step 4 - Board of Education (in writing) - The employee may request a review of the grievance by the Board of Education if the written reply from the Superintendent of Schools is not to the employee's satisfaction. This must be done within five (5) working days after receipt of the Superintendent of School's decision. The Board shall conduct a hearing within thirty-five (35) calendar days of the Association's request for review. The Board shall render a decision, in writing, within ten (10) working days from the date of the hearing.
11. Step 5 - If the aggrieved is dissatisfied with the decision at the Board level, the aggrieved may petition the Association to file for arbitration. If the Association files for arbitration, such filing shall be simultaneously made known to the Superintendent. Said filing shall take place no later than ten (10) working days after the written decision of the Board of Education was made known. The following procedure will be used to secure the services of an arbitrator:
 - a. A joint request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that PERC submit a second list of names.
 - c. If the parties are unable to determine, within ten (10) working days of the initial filing for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
 - d. The arbitrator shall be limited to the issue(s) submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding. Only the Board, the aggrieved, and representatives of the aggrieved shall be given copies of the arbitrator's report of findings and recommendations.

D. Costs

1. Each party will bear the total costs incurred by themselves.
2. Only the fees and expenses of the arbitrator will be shared equally by the Board of Education and the Association.
3. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. If the arbitrator rules favorably for the employee, the Board of Education will pay the salary for the time lost. If the ruling is against the employee, time lost must be without pay.

Note: The district organizational chart is attached as Appendix A to show the flow of grievances for the various components of the Association. This chart is neither bargainable nor arbitrable.

Footnote (1): A Grievance Form is attached to this Agreement, for informational purposes only, as Appendix B.

ARTICLE VI

VACANCIES, TRANSFERS, AND REASSIGNMENTS

- A. The Board of Education reserves the right to hire staff in accordance with the best professional screening practices known, by properly advertising and interviewing outstanding candidates in accordance with the latest Affirmative Action practices.
- B. The Superintendent of Schools shall notify, in writing, the Association President and post in all school buildings a list of the vacancies which shall occur during the school year.
- C. At the same time the Board of Education may reserve the right to assign a candidate to a position where the Board feels that the candidate is most qualified to perform in keeping with that candidate's background, experience, and certification.
- D. If at any time during employment the staff member or the administration feels that a change or transfer to another class, age level, grade, position, school, or building is in the best interest of the students, program, or the district, then a consultation will be held between the staff member and the administration to discuss the situation prior to the transfer. If at any time a staff member's work site, equipment, furniture, etc. is to be moved or relocated, a notice of not less than twenty-four (24) hours shall be given.

- E. Normally, all extra duties shall be posted on the bulletin boards of the main office in each school for a minimum of ten (10) working days, and a copy shall be transmitted to the Association President.

ARTICLE VII

SALARIES

A. Employee Salary Guides

1. The salaries of all employees covered by this Agreement are set forth in the following salary schedules:
 - A - Certificated Staff
 - B - Teacher/School Aide
 - C - Physical/Occupational Therapy Assistant/Interpreter
 - D - Administrative Secretary
 - E - General Secretary/Bookkeeper-Secretary
 - F - Custodial Worker
 - G - Maintenance Mechanic
 - H - Lead Mechanic - HVAC
 - I - Food Service Worker
 - J - Head Food Service Worker

(Note: For a certificated 12 month employee the standard upon which any pro-rata will be based will be 1.2 times the appropriate step on the guide.)

2. Salaries will be paid every other Thursday in accordance with the appropriate ten (10) and twelve (12) month contracts. Paychecks shall be issued on the last working day prior to a holiday.
3. Employees anticipating a move horizontally along the salary guide must inform the Superintendent by December 31st, of the prior year for budgeting purposes. Horizontal movements will only be made in September and January of the following year. If the Superintendent is not notified by this date, the employee will move in the succeeding fiscal year.
4. Each employee shall be placed on his or her proper step of the appropriate salary schedule as of the beginning of each school year. Any staff member employed prior to February 1st of

any school year shall be given full credit for one (1) year of service toward the next increment step for the following year depending upon a satisfactory annual written performance evaluation for the year. Part-time employees shall have their salaries pro-rated off of the appropriate step of the salary guide. Employees contracted on a yearly basis shall be pro-rated according to the percent of employment. Part-time employees contracted on a per diem basis shall have their daily salary calculated on an hourly basis multiplied by the number of working days.

5. Beginning July 1, 1988, the Board may grant up to eight (8) years for outside experience.
6. * "18A:29-14", Withholding increments; causes; notice of appeals. "Any board of education may withhold for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, of any member in any year by a recorded roll call majority vote of the full membership of the board of education. It shall be the duty of the board of education, within ten days, to give written notice of such action, together with the reasons therefore, to the member concerned. The member may appeal from such action to the commissioner under rules prescribed by him. The commissioner shall consider such appeal and shall either affirm the actions of the board of education or direct that the increment or increments be paid. The commissioner may designate an assistant commissioner of education to act for him in his place and with his powers on such appeals. It shall not be mandatory upon the board of education to pay any such denied increment in any future year as an adjustment increment."

"Amended by L.1968, c.295, § 13, eff. Sept. 9, 1968."

*This section is cited for informational purposes only.

ARTICLE VIII

WORK YEAR

A. Ten month contracts

1. A ten (10) month contract is from September 1st of a given year to June 30th of the next year.
 - a. It must cover a period of 180 days that school must be open for students, spread out over a period of ten (10) months, and 184 days for all ten (10) month employees except for general secretaries. Last day for staff shall be the same as students.
 - b. For General Secretaries who have a ten (10) month contract, the work year is all week days, except those listed on the Board adopted calendar, from September 1st of a given year to June 30th of the next year inclusive.

B. Twelve month contracts

1. A twelve (12) month contract is from July 1st of a given year to June 30th of the next year. Twelve (12) month contracts will consist of:
 - a. 240 days for maintenance/custodial/mechanic employees. All recalls shall be guaranteed a minimum ^{two} four (4) hours at time and a half. Two weeks' notice of required work days shall be provided to all maintenance/custodial/mechanic workers, except in cases of emergency.
 - b. 237 days for all other certificated and non-certificated twelve (12) month employees.
2. Any modification of a twelve (12) month contract must be approved by the Superintendent of Schools and the Board of Education, with the benefits, holidays, and salary to be pro-rated accordingly.
3. Custodial/Maintenance/Mechanic staff will not be required to make up time when sent home due to weather or other emergencies.

C. Summer Contracts

1. Summer contracts are issued to specific categories and numbers of ten (10) month employees who are needed during the summer months when special programs are in operation.
2. Summer contracts that are issued to ten (10) month employees shall be based on a student need and programmatic basis.
3. Summer contracts issued to bus drivers and aides shall be issued on a seniority basis with salaries paid on a per diem or hourly rate of the salary paid during the employee's ten (10) month contract for the current fiscal year.
4. The summer salary for a certificated position shall be \$35.00 per hour. The summer salary for a non-certificated position shall be \$20.00 per hour.

Employees shall be paid for the position they fill, not for the certificate they hold. In cases where more than one (1) employee applies for a position, the employee who previously held the position in the immediately preceding year shall have first right of refusal, if determined to be appropriately qualified within district job description. Employees may be evaluated at the discretion of the principal or superintendent during extended school year. Evaluations could affect future summer placements and will be placed in the employee's file.
5. Where no specific category and/or certification are required, seniority shall prevail.
6. Summer employees who work the equivalent of eleven to twenty-one (11-21) days inclusive, shall receive one (1) sick day and one-half (½) personal day. Summer employees who work the equivalent of twenty-two (22) days and above shall receive two (2) sick days and one (1) personal day. Any ten (10) month full-time contracted employee working a summer contract shall receive the bereavement leave defined in Article XII, section D.
7. Pay days for summer work shall be every other Thursday.

ARTICLE IX

WORK DAY - WORK WEEK - OVERTIME

A. The work day will be defined as follows:

1. Six and one-half (6.5) hours with an additional thirty (30) minutes, non-student contact time, two (2) days per week for certificated staff, teacher/school aides, physical/occupational therapy assistants, and interpreters. Normally, certificated staff, teacher/school aides, physical/occupational therapy assistants, and interpreters shall be guaranteed a duty free lunch at least as long as the time afforded students, but not to exceed thirty (30) minutes. In cases where the special needs of the students preclude a certificated staff member, teacher/school aide, physical/occupational therapy assistant, or interpreter from having a duty free lunch, he or she may leave early or arrive late as determined after consultation with the appropriate administrator, as compensation for lost time. Part-time certificated staff that are working fifty percent (50%) or more of any work day or of the work year, shall receive preparation time as per the current practice, pro-rated at the appropriate percentage.
2. Seven and one-half (7.5) hours for secretaries, to include a duty-free one-half (½) hour unpaid lunch period.
3. Eight (8) hours for maintenance/custodial/mechanic workers to include a duty-free paid one-half (½) hour meal period.
4. Six and one half (6.5) hours for cafeteria workers to include a one-half (½) hour duty free lunch period.

B. The work week will be defined as follows:

1. Certificated staff, teacher/school aides, physical/occupational therapy assistants, and interpreters - five (5) consecutive work days comprised of thirty-three ^{33.5 → 35} hours per week.
2. Secretaries - five (5) consecutive work days comprised of thirty-five (35) hours per week.
3. Maintenance/custodial/mechanic - five (5) consecutive work days comprised of forty (40) hours per week.
4. Cafeteria worker - five (5) consecutive work days comprised of thirty-two and one-half (32.5) hours per week.

C. There will be extra compensation for extra duties for certificated staff and teacher/school aides beyond the work day and a job description will be in place prior to negotiating stipends for such extra duties and the assumption of those duties.

- D. Overtime will be calculated at the end of the employee's regular work week in the following manner:
1. Secretaries - after thirty-five (35) hours
 2. Maintenance/custodial/mechanic personnel - after forty (40) hours
 3. Cafeteria Worker - after thirty-two and one-half (32.5) hours
 4. Scheduled overtime is to be paid in dollars unless, by mutual agreement, compensatory time is used. Scheduled overtime on Sundays and holidays shall be a minimum of two (2) hours at time and a half.
- E. Employees will be required to attend staff meetings as designated by building principals or appropriate supervisors. A written agenda will be posted prior to all meetings and notification given to staff members who need to be in attendance. Normally, meetings shall be scheduled within the employee's work day.
- F. All twelve (12) month employees are entitled to two (2) ten (10) minute breaks each day; one (1) in the morning and one (1) in the afternoon, at a time convenient to work routine, as approved by their immediate supervisor.
- G. Secretaries' summer work hours shall be six and one-half (6.5) consecutive hours per day inclusive of a half-hour ($\frac{1}{2}$) lunch and shall begin the first day after school closes for staff for the year and shall continue until the last Friday before school opens in the fall.
- H. The district will continue to support its teachers who are required to develop Alternative Proficiency Assessments with release time when necessary if requested and identified by the administration to be valid. Such requests shall not be unreasonably withheld.
- I. Overtime assignment/distribution for Black Seal and for Custodial Worker shall be based upon a rotation system beginning with the employee with the greatest seniority in job classification or specific skill required. An employee who accepts or declines an overtime assignment shall have his or her name placed at the bottom of the overtime rotation list.

ARTICLE X

EVALUATION PROCEDURES

A. General Provisions

1. Written evaluation policies, job descriptions, and performance objectives, where applicable,

adopted by the Special Services Board of Education will be distributed to all staff members prior to the opening of school in September.

2. Following the distribution of the written evaluation policies, job descriptions, and performance objectives, where applicable, the Superintendent of Schools shall review the aforementioned orally with the staff members, prior to the opening of school in September.
3. Persons authorized to supervise staff members in the Special Services School District will be listed and designated by the Superintendent of Schools. Copies of this will be distributed to all staff members annually.
4. All monitoring or observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. The use of public address, audio systems, and similar devices shall be with full knowledge of the employee before such use.
5. The observations, evaluations, and conferences will serve to identify strengths and deficiencies with a view to providing assistance and improving the employee's competence.
6. The signed evaluation will also serve a basis for recommendations regarding reemployment.
7. An employee shall be given a copy of any evaluation report prepared by the evaluator and shall have a conference with that evaluator within ten (10) days after such evaluation.
8. An employee's disclaimer of evaluation must be made in writing, within ten (10) days of the conference, copies of which will be attached to each party's copy, and submitted to the Board of Education at the next Board meeting.
9. No evaluation report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without the employee having prior knowledge of the contents of the report. An attached form shall be available for employee response. No employee shall be required to sign a blank or incomplete form.

B. Teachers

1. All non-tenured teachers shall be evaluated not less than three (3) times each school year by appropriately certified members of the District administration. The evaluations will be evenly spaced throughout the year.
2. All tenured teachers shall be evaluated not less than one (1) time a school year by appropriately certified members of the District administration.
3. Observations shall be made by appropriately certified members of the District administration.
4. Observations shall cover at least one (1) class period in a departmentalized model, and at least one (1) complete subject lesson in a self-contained model.

C. Personnel Files

1. An employee shall have the right, upon request, to review the contents of his or her personnel file in the presence of the Superintendent or designee. The employee must give reasonable

- notice, and no more than three (3) employees in any one (1) day shall avail themselves of the right granted herein. Under no condition shall any materials be removed by the employee from his or her personnel file. An employee shall be permitted to have reproduced all materials in his or her personnel file.
2. The Board shall not establish any separate personnel file which is not available for the employee's inspection.
 3. The Board agrees to protect the confidentiality of personal references, credentials, and other similar documents.
 4. With the exception of a continuing grievance or other such matter, final evaluation of an employee upon termination of his or her employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in the Article.
 5. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his or her personnel file unless the employee has had an opportunity to review such material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and that answer shall be reviewed by the Evaluator and attached to the file copy. If every effort has been made to obtain the employee's signature, a certified letter return/receipt will be an acceptable alternative.

ARTICLE XI

HEALTH BENEFITS

A. New Jersey School Employees Health Benefit Plan of 2008

1. Health benefits are provided by the New Jersey School Employees Health Benefit Plan, ~~of 2008~~. The employee may select a provider upon initial employment and then during prescribed open enrollment periods. The New Jersey School Employees Health Benefit Plan ~~of 2008~~ currently provides the following choices:
 - a. NJ Direct 10
 - b. NJ Direct 15
 - c. Aetna HMO
 - d. Cigna Health Care

Premiums are paid by the Board of Education.

2. In the event that the Board withdraws from the New Jersey School Employees Health Benefit Plan of 2008, single coverage only shall be provided by the Board of Education for the first two (2) full years of employment.

B. New Jersey Dental Service Plan

The Board shall continue to provide the Delta Premier/Delta Preferred Enhanced POS program for the employee and dependents, designated as: one party, two party, or three party. The Board agrees to pay for the total yearly premiums for the aforementioned plans.

1. All present and future employees will become eligible for dental benefits on the first day of the month following two (2) full months of continuous full-time employment with a minimum of twenty-eight (28) hours per week.
2. Orthodontic benefits shall be provided under the "Ortho I Rider/Third Party Coverage".
3. Single coverage only shall be provided by the Board of Education for the first two full years of employment.

C. Prescription Plan

The prescription plan as administered by New Jersey School Employees Health Benefit Plan of 2008 will continue to be in effect for the life of the contract with the following provisions:

1. The co-pay for prescriptions will be as established by the plan administrator.
2. The single employee, family, or parent and child plan will be in effect.
3. Single coverage only shall be provided by the Board of Education for the first two (2) full years of employment.

D. Disability Insurance

The Board shall provide a premium payment to each eligible employee in the amount of \$225 for each year of this contract. Any additional premium costs shall be borne by the employee and shall be deducted in equal bi-weekly payroll deductions. Premium payments for new hires will be pro-rated according to effective enrollment date. Employees may enroll in a disability plan approved by the Board of Education. The Board shall contribute to the premium costs of the disability insurance for part-time employees an amount equal to the employee's percentage of employment. The base number to be used in the calculation shall be the amount indicated in this sub-section.

- E. The Board of Education at its option may change carriers providing health insurance, providing there has been a ninety (90) day notification to the Staff Association prior to a change in carrier or method of administration. This notification will include specifications of benefit levels which shall be equal to or better than the New Jersey School Employees Health Benefit Plan of 2008.

- F. The Board guarantees that the health insurance program delivered by any new carrier shall be equal to or better than the plan provided to unit members by the New Jersey School Employees Health Benefit Plan of 2008. The standard of reference for determining delivery of "equal or better" program shall be the New Jersey School Employees Health Benefit Plan of 2008.
- G. Beginning July 1, 2005, the number of hours required to work in order to receive benefits will increase to twenty-eight (28) hours. All current contracted employees will be grandfathered.
- H. The partner of an employee in a Domestic Partnership/Civil Union as defined under New Jersey law is eligible for any or all benefits. Proof of partnership must be provided to establish eligibility.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

It is recognized that while the following leaves are available when necessary, the typical employee will not expect to take every possible leave day.

Employees shall be entitled to the following accumulative and non-accumulative leaves of absence with full pay each school year:

A. Sick Leave

1. Accumulative

All employees shall be entitled to ten (10) sick leave days each school year, as of the first official day of the school year, whether or not they report for duty on that day. All twelve (12) month contracts entitle an employee to twelve (12) sick leave days. Ten (10) month employees who are employed for the Summer Session will receive sick leave days in accordance with Article VIII, section C-6. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Notification of Accumulation

Annually, employees shall be given a written accounting of accumulated sick leave days by category. This information will be included with the first paycheck in September.

3. Accumulated Sick Leave

All employees shall be reimbursed for unused sick leave upon retirement, or death, after ten (10) years service to the district on the following basis: \$60 per day with the following caps: 2008-2009 = \$8,000; 2009-2010 = \$8,250; 2010-2011 = \$8,500. A letter of intention

to retire must be submitted by December 31st in order to receive accumulated sick day benefits at the end of the retirement year. If notice is not given by that date, the accumulated sick day benefits will be paid at the end of the following year. An exception would be made for a life changing event such as a disability or disability of a spouse, in which case half of the sick pay benefits would be paid in the current year and the remainder the following year.

4. Employees affected by a reduction in force shall be reimbursed for unused sick leave at the agreed upon rate and cap for that year.
5. Temporary leaves of absence under this Article shall be granted on a pro-rated basis according to the percent of employment for part-time employees.

B. Personal Leave Days¹

Each employee shall receive up to three (3) days for ten (10) month employees and up to four (4) days for twelve (12) month employees. Summer employees shall receive personal leave in accordance with Article VIII, section C-6. Personal leave shall be for the purpose of meeting a need which cannot otherwise be met outside the regular school day. Personal days shall not be used to extend holidays or vacations, but shall be used for business, legal, household, or family matters, or observance of religious days.

When used for religious holidays, personal days may be used before or following a holiday or vacation. Notwithstanding anything hereinabove set forth, unused personal days remaining at the conclusion of the school year shall be converted to sick days. Temporary leaves of absence under this Article shall be granted on a pro-rated basis according to the percent of employment for part-time employees.

C. Legal Proceedings

Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.

D. Funeral Leave

Up to five (5) days at any one time in the event of death of an employee's spouse, domestic partner/civil union partner, child, parent, brother, sister, in-law, grandparent, grandchild, or a member of an employee's immediate household. "Domestic Partner/Civil Union Partner" is equivalent to "Spouse" in all family relationships. Employees shall be granted up to two (2) days in the event of a death of any employee's relative outside the immediate family defined above. An employee may request, via the Superintendent (or designee), one (1) day of leave for the death of a close friend, but said request is subject to denial in accordance with the needs of the school system.

Temporary leaves of absence under this Article shall be granted on a pro-rated basis according to the percent of employment for part-time employees.

E. Critical Leave

Up to five (5) days at any one time in the event of critical illness of an employee's spouse, domestic partner/civil union partner, child, parent, brother, sister, in-law, grandparent, grandchild, or a member of an employee's immediate household. "Domestic Partner/Civil Union Partner" is equivalent to "Spouse" in all family relationships. Critical illness is defined as "pertaining to a crisis in an acute illness leading to deterioration." Hospital placement on a critical list will be considered a critical illness.

F. Association Leave

Up to two (2) days per year for official representatives of the Association to attend conferences, workshops, or conventions provided the Association pay the Board the salaries of substitutes needed to cover absence of said representatives. No more than two (2) representatives at any one time shall be granted leave. Temporary leaves of absence under this Article shall be granted on a pro-rated basis according to the percent of employment.

G. Miscellaneous

At no time shall building principals/directors approve temporary leaves of absence for more than four (4) staff persons on any one day, or have different staff members on temporary leaves of absence more than three (3) days in succession except when used for religious holidays. The above refers to four (4) staff persons per Ocean Academy, and four (4) staff persons per Cape May County High School.

Footnote (1): The Request for Temporary Leave form is attached as Appendix C for informational purposes only.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

A. Medical Disability Leave

Due to a medical disability which is substantiated by a certificate from a medical doctor, an employee may be granted an extended leave of absence without pay. The Board will not unreasonably deny the request. The Board shall have the right to have the employee examined by a

physician of the Board's choosing, at the Board's expense, to ascertain whether the employee is medically disabled. Following any difference of medical opinion between the Board's physician and the employee's physician, the Board may request expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in his or her job, which opinion shall also be non-grievable. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board. During the period of the employee's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated.

Upon exhaustion of all paid sick leave, medical benefits, as defined in Article XI herein shall be terminated. However, the employee may elect to retain said benefits by reimbursing the Board of Education on a monthly basis provided such reimbursement is allowable under the Master Policy. Employee reimbursement shall commence on the first day of the month following the exhaustion of said paid sick leave benefits, to a maximum of one (1) year, so as to continue group rate premiums. If the employee does not elect to retain said benefits, those medical benefits shall expire according to the Master Policy(s) then in effect.

1. The Board retains the right to place an employee on medical disability leave for any one of the following reasons:
 - a. Whenever the employee's physical condition adversely affects his or her ability to continue to function effectively in his or her job.
 - b. The physical condition or capacity is such that the employee's health would be impaired if permitted to continue in his or her job, and if:
 - (1) the employee fails to produce a certificate from a medical doctor stating that he or she is medically able to continue in his or her job; or
 - (2) the Board of Education's physician certifies that said employee cannot continue in his or her job; or
 - (3) following any difference of medical opinion between the Board physician and the employee's physician; the Board requests expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in his or her job, which opinion shall be non-grievable. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

2. When the seeking of an extended leave of absence for medical disability can be anticipated, an employee shall file a written request¹ for such leave with the Superintendent within thirty (30) days from the time the employee knew of the necessity of taking the medical leave. Said request shall indicate the anticipated date on which said leave is to commence and the anticipated date on which the said leave is to terminate (if able to ascertain with reason). Written request shall indicate the anticipated plans of the employee upon termination of the medical disability leave as to his or her returning to work, resigning, retiring, or applying for another type of leave.
3. The Board need not grant nor extend the leave of absence of any employee beyond the end of the contract school year in which the leave is obtained. An employee returning from a medical disability leave shall be entitled to all benefits to which said employee was entitled at the time leave commenced.
4. The date of requested return from medical disability leave may be adjusted by the Board to commence in January or September or any other natural break in time which the Board deems in keeping with the educational needs of the school.
5. An employee may make application to the Board for a child rearing leave of absence for a period of up to one (1) year. Said application shall be made to the Superintendent at least ninety (90) calendar days prior to the commencement of the child rearing leave. The date of requested return may be adjusted by the Board to commence in January or September or any other natural break time which the Board deems in keeping with the educational needs of the system, and may preclude the one (1) year time period cited above. Said child rearing leave shall be without pay. The School Business Administrator/Board of Education Secretary shall, upon request, provide the employee with the necessary information in order that the employee can take over the payments of insurance premiums and notify the proper persons and agencies of said leave.

B. Family Sick Leave

A leave of absence of up to one (1) year without pay may, at the Board's discretion, be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leaves may be granted at the discretion of the Board.

C. Sabbatical Leaves

1. A sabbatical leave may be granted to a certificated employee or teacher/school aide by the Board of Education for study, or for other reasons of value to the school system. For purposes of this section the term "certified" is as defined in Title 18A.

2. Sabbatical leave may be granted subject to the following conditions:

- a. Applications for sabbaticals shall be submitted by the applicants and acted upon by the Board of Education.
- b. Requests for sabbaticals shall be submitted in writing to the Superintendent no later than January 31st and acted upon no later than March 15th.
- c. Applicants must be in the sixth (6) consecutive year of service under contract to the Board of Education in order to apply and must apply within the time frame specified in letter b above.
- d. The applicant receiving a sabbatical will agree in writing to return to the service of the district for a period of two (2) years following the completion of the sabbatical and will execute a promissory note to return all money if the applicant does not return to the district for the two (2) year time period specified above.
- e. An employee on sabbatical shall receive the following benefits:
 - 1) Medical Benefits to be included:
 - (a) Health benefit coverage plan in which employee is enrolled
 - (b) Dental Program
 - (c) Prescription Plan
 - (d) Income protection plan in which employee is enrolled
 - 2) One (1) year's advancement on the negotiated salary guide upon return from sabbatical leave
 - 3) Addition of one (1) year upon return for the purpose of seniority and longevity

In addition to the benefits listed above, an employee on sabbatical for one (1) year shall receive fifty (50) percent of the entitled salary rate; or shall receive one hundred (100) percent of the entitled salary rate for one-half (½) year sabbatical.

- f. No more than two (2) sabbatical leaves may be granted per year.
- g. The main purpose of a sabbatical leave is to encourage the professional growth of a staff member.
- h. Decisions to grant sabbatical leaves will be made by the Board of Education based upon each staff member's years of experience in the district, the staff member's goal(s) and objective(s) for using a sabbatical leave, and the contribution that the staff member can make to the district upon return from the sabbatical leave.

D. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured employee who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenured employee who would not have been offered such a contract in the absence of this provision.

- E. Leaves granted under the article shall count toward increment credit provided an employee has worked sixty (60) percent of the contracted work year before or after the extended leave, including orientation, professional, and NJEA convention days during that work year.
- F. Other leaves of absence without pay may be granted by the Board at its sole discretion.
- G. All provisions of this Article shall be applicable to all part-time employees.

Footnote (1): The Extended Leave of Absence Form is attached as Appendix D for informational purposes only.

ARTICLE XIV

PROFESSIONAL MEETINGS, WORKSHOPS, AND CONFERENCES

(Both the Association and the Board agree that this article shall be reopened four (4) months prior to the implementation of the one hundred (100) hours of Professional Development required of all certificated staff.)

A. Board Initiated

1. From time to time during the school year staff members may be asked by the Board or any agent thereof, to attend an educational workshop, meeting, or conference that will be beneficial to the staff members and the school district.
2. The Board of Education will reimburse the staff members as per the OMB circular for all documented expenses decided upon by both parties prior to attendance.
3. If college credits are given at the workshop, conference, or professional meeting such credits may be utilized for horizontal placement on the salary guide, provided however, such credits are recognized by The New Jersey State Board of Education.

B. Staff Initiated

1. Up to three (3) professional days shall be granted to each employee for the purpose of professional/technical improvement that may involve visiting other schools or attending meetings, workshops, or conferences of an educational/technical nature with prior approval of the employee's principal/director/coordinator, the Superintendent, and the Board of Education. These days may be used towards an employee's annual professional improvement obligation, if applicable.

2. Employees who wish to attend professional/technical meetings, workshops, or conferences designed towards professional/technical improvement or the imparting of professional/technical knowledge to those in attendance shall follow the steps listed below:
- a. Complete the request form for Professional/Technical Improvement Experience¹ found in the office of the employee's immediate supervisor or principal.
 - b. Return the form to the immediate supervisor or principal in order to secure permission to attend. Permission shall be granted, pending Board approval, if the dates to attend a professional/technical meeting do not interfere with any school activities.
 - c. The request form shall then be forwarded to the Superintendent of Schools no later than five (5) working days prior to the next regularly scheduled Board meeting in order to be placed on the agenda for approval by the Board of Education. Timelines may be waived at the discretion of the Superintendent on a case by case basis.
 - d. The staff member planning to attend a professional/technical meeting, workshop, or conference should make arrangements to pay all expenses in advance.
 - e. Following approval by the Board of Education and following attendance at the professional/technical meeting, workshop, or conference, a voucher shall be submitted in accordance with the Board of Education timetable for approval by the first Tuesday of every month. Employee shall be reimbursed within two (2) pay periods of Board approval of payment of vouchers.
 - f. The Board of Education shall reimburse a staff member sixty (60) percent for all costs incurred to attend a professional/technical meeting, workshop, or conference. Employee shall be reimbursed within two (2) pay periods of Board approval of payment of vouchers.
 - g. If college credits are given at workshops, conferences, or professional/technical meetings, such credits may be utilized for horizontal advancement on the salary guide, providing however, such credits are recognized by the New Jersey State Board of Education.
 - h. To receive credit for horizontal advancement, the employee may only attend a workshop, conference, or professional/technical meeting in his or her assigned field of employment or a related field, and the workshop, conference, or professional/technical meeting must be approved by the Superintendent before the meeting is attended by the employee. At the close of the workshop, conference, or professional/technical meeting, proof of the credit earned must be submitted to the Superintendent.

- i. Prior approval by the Board of Education is required before any staff member attends a professional/technical meeting, workshop, or conference. Immediate supervisors, principals and the Superintendent are not authorized to approve reimbursement.

Footnote (1): The Professional Improvement Experience Request form is attached as Appendix E for informational purposes only.

ARTICLE XV

EDUCATIONAL IMPROVEMENT

A. Tuition Reimbursement

1. The Board will reimburse each ten (10) or twelve (12) month contracted employee for tuition only up to the maximum charged for tuition as set by Rowan College and not to exceed six (6) credits for any school year. Tuition reimbursement shall be available for all employees of the bargaining unit after employment of one (1) year based on effective date of employment. A year includes the time between July 1st and June 30th. When the employee submits the bill after the course or courses have been successfully completed, the employee must be under contract and have full intention to continue in the Special Services School District. Beginning in 2010-2011, the Boards total obligation for tuition/credit reimbursement will be \$40,000.
 2. The course or courses must be in the field of the employee's assignment or a related field and must be approved by the Superintendent on the appropriate form before the course is taken by the employee. At the close of the course, proof of the credit earned must be submitted to the Superintendent.
 3. New Jersey State Department of Education criteria on credits given for college courses shall be used to determine horizontal advancement on the salary guides and reimbursement for college credits when staff members take courses under the provisions of the Article.
- B. This action is intended to be an encouragement to employees to improve in their field or to meet the requirement for proper certification but it is not to be construed that the Board of Education sponsors the courses taken. This matter is entirely an employee responsibility.
- C. All provisions of this Article shall be applicable to all part-time employees whose work day/year is fifty (50) percent or more of the contractual work day/year of full-time employees.

- D. The contracted employee who is reimbursed for tuition agrees to work one full academic year, or repay one hundred (100) percent of the last most recent course. Exemptions are: major life change or other emergency, a non-renewal, or if employee applied for an in-house position and was turned down in lieu of an out-of-district hire.

ARTICLE XVI

TEACHER EMPLOYMENT

A. Qualifications

It shall be the policy of the Board of Education to employ on the instructional staff, only those persons who hold at least a Bachelor's Degree with an academic major in an appropriate subject, field and an acceptable State Teacher's Certificate. Persons appointed to the administrative and supervisory staff shall hold at least a Master's Degree with majors in the appropriate fields.

B. Certification

1. All instructional personnel shall have teaching certificates, duly recorded with the Superintendent of Schools, that legally qualify them for the work to which they are assigned.
2. All instructional personnel must have a Bachelor's Degree secured in an institution of higher education approved for teacher training by the State certification authority, or all instructional personnel who do not have degrees shall carry on a reasonable program of study toward the attainment of valid undergraduate degrees.
3. All instructional personnel are expected to keep themselves informed of essential instructional improvement through professional study, group discussions, school visitations, and travel. (Refer to Article XIV and XV)
4. Mentor reimbursement procedures are subject to New Jersey State Department of Education regulations.

C. Each teacher shall be placed on the appropriate step of the salary schedule in accordance with paragraph 1 below:

1. Credit up to the fifth (5th) step of any salary level on the Salary Schedule shall be given, and beginning July 1, 1988, credit up to the eighth (8th) step may be given for previous outside teaching experience in a duly accredited school upon initial employment. Additional credit may not exceed four (4) years for military experience or alternative civilian service required by the Selective Service System.

Credit may not exceed two (2) years for Peace Corps., VISTA, or National Teacher Corps. Credit for work and time spent on a Fulbright Scholarship shall be given upon initial employment.

- D. Teachers shall be notified in writing of their contracts and salary status for the ensuing year no later than April 30th.
- E. Contracts given to teachers in each of their first three (3) years shall be known as probationary contracts. Either party may terminate the contract upon sixty (60) days' written notice.
- F. Teachers under contract with the Board, but without permanent certificates, may be given contracts on a yearly basis until they meet the requirements for a tenure contract.
- G. Dismissal procedures of teachers under tenure shall be that prescribed by the State.
- H. The use of (a) classroom aide(s), other than as (a) supervised assistant(s), shall not be accepted as (a) viable substitute(s) for certified teacher(s) in the instructional situation(s) unless said aide(s) hold(s) (a) Cape May County Substitute Certificate(s).

ARTICLE XVII

VACATIONS

- A. Vacations shall be granted to twelve (12) month employees only and shall be based upon the following:
 - 1. After the first full year of contractual employment, July 1st through June 30th, five (5) working days
 - a. Vacation days for new hires beginning work after the start of the contractual year shall be pro-rated as follows:
 - Beginning of 1st month (or a major fraction of = 51%) to the end of 2nd month worked = 0 days
 - Beginning of 3rd month to end of 4th month worked = 1 day total = 1 day
 - Beginning of 5th month to end of 6th month worked = 1 day total = 2 days
 - Beginning of 7th month to end of 8th month worked = 1 day total = 3 days
 - Beginning of 9th month to end of 10th month worked = 1 day total = 4 days
 - Beginning of 11th month to end of 12th month worked = 1 day total = 5 days

- b. Vacation days shall be pro-rated at the appropriate percentage of employment for part-time employees. However, part-time employees working fifty (50) percent of the work day/year shall be given a full year of credit for determining the number of vacation days to which they are entitled.
- 2. From the completion of the second (2nd) year of continuous employment to the completion of the fourth (4th) year, ten (10) working days.
- 3. From the completion of the fifth (5th) year of continuous employment to the completion of the ninth (9th) year, fifteen (15) working days.
- 4. From the completion of the tenth (10th) year of continuous employment and every year thereafter, twenty (20) working days.
- 5. All vacation time is to be taken in agreement with the employee's immediate supervisor and the Superintendent of Schools.
- 6. In the event that two (2) or more employees request the same vacation time, and all other factors are equal pursuant to section 5 above, seniority shall prevail.
- 7. In the event that a ten (10) month employee moves to a twelve (12) month position in the same job category, all previous years experience as a ten (10) month employee will be credited for the purpose of determining vacation entitlement.
- 8. Where applicable, the last week of vacation for those secretaries entitled to receive three (3) or four (4) weeks' vacation may be taken during the winter session when school is in progress with prior approval from their immediate supervisor and authorization from the Superintendent of Schools and Board of Education. This week of vacation may not be taken at a time when grant proposals, state reports, or monitoring by state officials will be in effect.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations,
 - 1. to direct employees of the school district;
 - 2. to hire, rehire, promote, transfer, assign, or retain employees in positions in the school district, and for just cause to suspend, demote, discharge or take any other disciplinary action against employees;
 - 3. to maintain efficiency of school district operations entrusted to them;

4. take whatever actions that may be necessary to accomplish the mission of the school district in situations of emergency.
- B. It is understood by all parties, that under the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or power granted it by law.
- C. Employees shall not be required to drive students to activities which take place away from the school building. An employee may do so voluntarily, however, with the advance approval of his or her principal or immediate supervisor. He or she shall be compensated at the established rate of reimbursement per mile as per the OMB circular for the use of his or her automobile if prior approval is granted by the administration under the following conditions:
1. Any staff member may transport a handicapped pupil in a private vehicle on a temporary basis providing the County Superintendent knows of the situation and the temporary transportation is mentioned in the student's I.E.P. The Bill A687 authorizes temporary transportation without the vehicle being equipped as a small school bus.
 2. A staff member transporting a pupil on a temporary basis must first secure permission from the Superintendent of Schools to do so. All persons transporting students must have adequate liability insurance. In the event of an accident a staff members own insurance policy constitutes primary coverage and the Special Services School District's insurance provides liability insurance against bodily injury and property damage only. There is no coverage for the staff member's vehicle.
 3. The Board will compensate an employee required to use their car on a regular basis for work purposes for unreimbursed deductibles up to a maximum of \$500 as a result of an accident for which they were not at fault. Any accident must be documented by a police report. The exception would be if the employee did not report to their school building prior to their first visit and subsequent to their last visit.
- D. Aides Acting as Substitute Teachers
1. Any aide or assistant media specialist who holds a Cape May County Substitute Teacher Certificate and is called upon to substitute for a professional staff member shall be reimbursed, in addition to his or her per diem rate, \$45 per day in 2008-2009; \$50 per day in 2009-2010 and 2010-2011. Beginning in 2010-2011, the Board will be responsible to pay the substitute certificate fee when it becomes due. Aides acting as a substitute at the high school level for less than a half or a full day will be compensated for a full day after accumulating seven (7) periods. Staff members will be responsible for submitting the time sheet to the principal for signature.

- E. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- F. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- G. Copies of this Agreement shall be presented by the Superintendent to all employees now employed or hereafter employed by the Board. The cost of printing and distributing copies of this Agreement will be shared equally by the Board of Education and the Staff Association.
- H. The Board agrees to deduct from the salary of each employee who joins, dues for the Special Services School Staff Association, the Cape May County Education Association, the New Jersey Education Association, and the National Educational Association. Said monies shall be transmitted as directed by the employee.
- I. Mileage Reimbursement
The Board of Education will reimburse staff members for using their automobiles while conducting school business as per the OMB circular. Tolls will also be reimbursed when a receipt is submitted. Prior approval from the administration is necessary for authorization to use private vehicles for school business. Employees shall be reimbursed within two (2) pay periods of Board approval of payment of vouchers.
- J. Licenses
Costs for maintaining state licensure or other fees shall be borne by the Board as listed:
1. Black Seal license fees for those designated by the Superintendent.
 2. Certification fees for Life Saving.
 3. Fees for training in Cardiopulmonary Resuscitation (CPR) and First Aid as designated by the Superintendent.
- K. The Board and Administration agree there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the

application or administration of the school on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

Note: The Request for Approved Mileage Reimbursement form is attached as Appendix F for informational purposes only.

ARTICLE XIX

JOB SECURITY

- A. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees with ten (10) or more years of service shall be laid off in the inverse order of seniority within a given job classification.
- B. In the event that within two (2) years from the date of his or her layoff a vacancy occurs in the classification of his or her last appointment from which he or she was laid off (the laid off employee with ten (10) or more years of service shall be entitled to recall thereto in the order of his or her same job classification seniority.) Those with less than ten (10) years service shall have recall rights for the same two (2) year period. Recall order for this group of employees will be at the discretion of the Board.
- C. For the purposes of seniority, part-time employees shall be given yearly service credit pro-rated at their percent of employment.

ARTICLE XX

EXTRA PAY FOR EXTRA DUTIES

	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
A. School Newsletter Editor	\$1,670	\$1,785	\$1,900
B. Translator/Signer	\$15.75/hour	\$16.00/hour	\$16.00/hour
C. Community Aquatic Planner	\$5,150	\$5,250	\$5,350
D. School Yearbook Coordinator	\$1,670	\$1,785	\$1,900
E. Student Team Advisor	\$ 850	\$ 950	\$1,050
F. Technology Support	\$1,500	\$1,600	\$1,700

ARTICLE XXI

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXII

REPRESENTATION FEE

A. Purpose of Fee

If an employee, all certificated and non-certificated employees of the Board represented by the Association in the negotiating unit (Article 1 -- Recognition), does not become a member of the Association during any membership year, (i.e., from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification – On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.
2. Payroll Deduction Schedule – The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
3. Termination of Employment – If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
4. Mechanics – Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

5. Changes – The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Board receives said notice.
6. New Employees – On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, social security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

D. Indemnification

The Association shall indemnify and hold employer harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of or by reason of and action taken or not taken by the employer in conformance with this provision.

ARTICLE XXIII

DURATION

The Articles set forth in this Agreement have been approved by the Special Services School District Board of Education and ratified by the Staff Association of the Special Services School District. The signatures affixed confirm this agreement for the school years beginning July 1, 2008, and continuing through June 30, 2011.

DATE: _____

Cape May County Special Services
Staff Association

Cape May County Special Services
Board of Education

Margaret E. Krah
President

Thomas C. Whittington
President

Member
Staff Association

Diane S. Fox
Secretary

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy/Cape May County High School/Cape Educational COMPACT

CERTIFICATED STAFF

SCHEDULE A-1

2008-2009

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DOC</u>
1	51,772	52,772	53,897	55,022	56,147
2	52,072	53,072	54,197	55,322	56,447
3	52,372	53,372	54,497	55,622	56,747
4	52,672	53,672	54,797	55,922	57,047
5	52,972	53,972	55,097	56,222	57,347
6	54,147	55,147	56,272	57,397	58,522
7	55,422	56,422	57,547	58,672	59,797
8	56,697	57,697	58,822	59,947	61,072
9	58,272	59,272	60,397	61,522	62,647
10	61,048	62,048	63,173	64,298	65,423
11	64,024	65,024	66,149	67,274	68,399
12	66,880	67,880	69,005	70,130	71,255

You will move up one step each year of the contract.

Longevity: \$1,600 after completion of 14 years; an additional \$300 (total of \$1,900) after completion of 18 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy/Cape May County High School/Cape Educational COMPACT

CERTIFICATED STAFF

SCHEDULE A-2

2009-2010

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DOC</u>
1	54,238	55,238	56,363	57,488	58,613
2	54,538	55,538	56,663	57,788	58,913
3	54,838	55,838	56,963	58,088	59,213
4	55,138	56,138	57,263	58,388	59,513
5	55,438	56,438	57,563	58,688	59,813
6	56,613	57,613	58,738	59,863	60,988
7	57,888	58,888	60,013	61,138	62,263
8	59,163	60,163	61,288	62,413	63,538
9	60,738	61,738	62,863	63,988	65,113
10	63,514	64,514	65,639	66,764	67,889
11	66,490	67,490	68,615	69,740	70,865
12	69,346	70,346	71,471	72,596	73,721

You will move up one step each year of the contract.

Longevity: \$1,600 after completion of 14 years; an additional \$300 (total of \$1,900) after completion of 18 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy/Cape May County High School/Cape Educational COMPACT

CERTIFICATED STAFF

SCHEDULE A-3

2010-2011

<u>STEP</u>	<u>BA</u>	<u>BA+30</u>	<u>MA</u>	<u>MA+30</u>	<u>DOC</u>
1	56,993	57,993	59,118	60,243	61,368
2	57,293	58,293	59,418	60,543	61,668
3	57,593	58,593	59,718	60,843	61,968
4	57,893	58,893	60,018	61,143	62,268
5	58,193	59,193	60,318	61,443	62,568
6	59,368	60,368	61,493	62,618	63,743
7	60,643	61,643	62,768	63,893	65,018
8	61,918	62,918	64,043	65,168	66,293
9	63,493	64,493	65,618	66,743	67,868
10	66,269	67,269	68,394	69,519	70,644
11	69,245	70,245	71,370	72,495	73,620
12	72,101	73,101	74,226	75,351	76,476

You will move up one step for each year of the contract.

Longevity: \$1,600 after completion of 14 years; an additional \$300 (total of \$1,900) after completion of 18 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy/Cape May County High School/Cape Educational COMPACT

TEACHER / SCHOOL AIDE

SCHEDULE B

(10 months)

<u>STEP</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	19,782	20,807	21,885
2	20,109	21,134	22,212
3	20,440	21,465	22,543
4	20,696	21,721	22,799
5	20,952	21,977	23,055
6	21,272	22,297	23,375
7	21,720	22,745	23,823
8	22,454	23,479	24,557
9	24,192	25,217	26,295
10	25,930	26,955	28,033
11	27,718	28,743	29,821
12	29,505	30,530	31,608
13	31,278	32,303	33,381
14	33,043	34,068	35,146

You will move up one step for each year of the contract

Longevity: \$1,100 after completion of 11 years; an additional \$200 (total of \$1,300) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy/Cape May County High School/Cape Educational COMPACT

PHYSICAL / OCCUPATIONAL THERAPY ASSISTANT / INTERPRETER

SCHEDULE C

(10 months)

<u>STEP</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	29,426	30,878	33,683
2	29,726	31,178	33,983
3	30,026	31,478	34,283
4	30,326	31,778	34,583
5	30,626	32,078	34,883
6	30,926	32,378	35,183
7	31,226	32,678	35,483
8	31,526	32,978	35,783
9	32,378	33,278	36,083
10	34,283	35,183	36,383
11	36,530	37,430	38,630
12	38,679	39,579	40,779
13	41,249	42,149	43,349

You will move up one step for each year of the contract

Longevity: \$1,300 after completion of 11 years; an additional \$200 (total of \$1,500) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

Note: Adult Day Health Care Program Manager shall receive pensionable income in the amount of \$3,000.00 per contract year in addition to step on the guide.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy/Cape May County High School/Cape Educational COMPACT

ADMINISTRATIVE SECRETARY

SCHEDULE D

(12 months)

<u>STEP</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	35,297	37,207	39,208
2	35,597	37,507	39,508
3	35,897	37,807	39,808
4	36,197	38,107	40,108
5	36,497	38,407	40,408
6	36,797	38,707	40,708
7	37,097	39,007	41,008
8	37,397	39,307	41,308
9	37,697	39,607	41,608
10	40,012	41,922	43,924
11	45,680	47,590	49,591

You will remain on the same step each year of the contract.

Longevity: \$1,300 after completion of 12 years; an additional \$200 (total of \$1,500) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy/Cape May County High School/Cape Educational COMPACT

GENERAL SECRETARY / BOOKKEEPER-SECRETARY

SCHEDULE E

(12 months)

<u>STEP</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	25,139	26,927	29,063
2	25,482	27,270	29,406
3	25,840	27,628	29,764
4	26,258	28,046	30,182
5	26,627	28,415	30,551
6	26,997	28,785	30,921
7	27,415	29,203	31,339
8	27,833	29,621	31,757
9	28,276	30,064	32,200
10	28,724	30,512	32,648
11	29,339	31,127	33,263
12	30,733	32,521	34,657
13	33,268	35,056	37,192

You will remain on the same step each year of the contract.

Note: 10 month secretaries will be pro-rated off the 12 month guide.

Longevity: \$1,300 after completion of 12 years; an additional \$200 (total of \$1,500) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy/Cape May County High School/Cape Educational COMPACT

CUSTODIAL WORKER

SCHEDULE F

(12 months)

<u>STEP</u>	<u>2008-2009</u>	<u>W/Black Seal</u>	<u>2009-2010</u>	<u>W/Black Seal</u>	<u>2010-2011</u>	<u>W/Black Seal</u>
1	25,506	28,506	27,216	30,216	29,048	32,048
2	25,806	28,806	27,516	30,516	29,348	32,348
3	26,106	29,106	27,816	30,816	29,648	32,648
4	26,406	29,406	28,116	31,116	29,948	32,948
5	26,706	29,706	28,416	31,416	30,248	33,248
6	26,990	29,990	28,700	31,700	30,532	33,532
7	27,271	30,271	28,981	31,981	30,813	33,813
8	27,544	30,544	29,254	32,254	31,086	34,086
9	27,798	30,798	29,508	32,508	31,341	34,341
10	28,184	31,184	29,894	32,894	31,726	34,726
11	28,735	31,735	30,445	33,445	32,278	35,278
12	29,583	32,583	31,293	34,293	33,125	36,125

You will move up one step each year of the contract.

Longevity: \$950 after completion of 8 years; an additional \$200 (total of \$1,150) after completion of 11 years of service in the district for employees hired after 7/1/97. Employees hired before 9/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy/Cape May County High School/Cape Educational COMPACT

MAINTENANCE MECHANIC

SCHEDULE G

(12 months)

<u>STEP</u>	<u>2008-2009</u>	<u>2010-2010</u>	<u>2010-2011</u>
1	43,805	45,835	47,969
2	44,105	46,135	48,269
3	44,405	46,435	48,569
4	44,705	46,735	48,869
5	45,005	47,035	49,169
6	45,305	47,335	49,469
7	45,605	47,635	49,769
8	45,905	47,935	50,069
9	46,205	48,235	50,369
10	46,505	48,535	50,669
11	46,805	48,835	50,969

You will move up one step each year of the contract.

Longevity: \$1,100 after completion of 12 years; an additional \$200 (total of \$1,300) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy/George E. Bailey Middle School/Alternative High School

LEAD MECHANIC - HVAC

SCHEDULE H

(12 months)

<u>STEP</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	51,435	53,335	55,535
2	51,935	53,835	56,035
3	52,435	54,335	56,535
4	52,935	54,835	57,035
5	53,435	55,335	57,535
6	53,935	55,835	58,035
7	54,435	56,335	58,535
8	54,935	56,835	59,035
9	55,435	57,335	59,535
10	55,935	57,835	60,035
11	56,435	58,335	60,535
12	56,935	58,835	61,035

You will move up one step each year of the contract.

Longevity: \$1,500 after completion of 12 years; an additional \$200 (total of \$1,700) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy/Cape May County High School/Cape Educational COMPACT

FOOD SERVICE WORKER

SCHEDULE I

(10 months)

<u>STEP</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	21,742	22,460	24,000
2	22,069	22,880	24,460
3	22,396	23,301	24,919
4	22,723	23,721	25,379
5	23,049	24,141	25,838
6	23,376	24,561	26,296
7	23,703	24,981	26,755
8	24,030	25,401	27,213
9	24,981	25,822	27,672
10	26,169	27,010	28,130
11	26,960	27,801	28,921
12	28,341	29,181	30,302
13	32,554	33,394	34,515
14	34,711	35,552	36,672

You will move up one step for each year of the contract

Longevity: \$1,100 after completion of 11 years; an additional \$200 (total of \$1,300) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of

CAPE MAY COUNTY SCHOOLS FOR SPECIAL SERVICES
Ocean Academy/Cape May County High School/Cape Educational COMPACT

HEAD FOOD SERVICE WORKER

SCHEDULE J

(12 months)

<u>STEP</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	36,298	38,072	40,126
2	37,232	39,006	41,060
3	38,165	39,939	41,993
4	39,099	40,873	42,927
5	40,033	41,807	43,861
6	40,966	42,740	44,795
7	41,900	43,674	45,728
8	42,834	44,608	46,662
9	43,768	45,542	47,596
10	44,701	46,475	48,529
11	45,635	47,409	49,463

You will move up one step for each year of the contract

Longevity: \$1,100 after completion of 11 years; an additional \$200 (total of \$1,300) after completion of 15 years of service in the district for employees hired after 7/1/97. Employees hired before 7/1/97 are grandfathered and will receive longevity defined as years of experience granted at hire plus years of service in the district.